

TO ALL HAJJ & UMRAH AGENCIES FOR 1431H (2010)

All agencies handling Hajj visa applications are required to fill-out and sign the attached contract issued by the Ministry of Hajj before submitting passports to the Embassy for Hajj visas. The contract details the rights and obligations of both the agency and the pilgrim.

The agency must keep a copy of the signed contract for their records in the event that the Embassy needs to refer to it at any time.

The signed contract is a pre-requisite for obtaining a Hajj visa, and failure to obtain it or the breaching of any of its terms will be regarded as fraud against the pilgrim and will result in the withdrawal of the agency's privileges to handle Hajj visas.

Service contract between the Hajj and organizers of international Hajjis

Organizer's name: _____

Organizer's number: _____

Group number: _____

Hajj season: _____

Hajjis group: _____

In the city of: _____ State: _____ Country: USA

Day _____ Date DD / MM / YYYY (H) Corresponding to DD / MM / YYYY

It is agreed upon by the two parties that:

1. (Company/Agency/Corporation/Organization): _____
is licensed by the Ministry of Hajj in the Kingdom of Saudi Arabia, in accordance with the relevant regulations and ordinances, identified as Organizer No. _____, to arrange the arrival of a total number of Hajjis from the USA, and whose address is:

Street Suite

City State Zip Code

Telephone: _____ Fax: _____

Website: _____ E-mail: _____,

and which is represented by _____, a citizen

of _____ and holder of passport number _____,

issued on ____/____/____ and expiring on ____/____/____, and whose mobile

DD / MM / YYYY

DD / MM / YYYY

phone number is: _____.

In his official capacity as _____, he has prepared and signed this contract according to the attached documents.

The **Organizer** is referred to in this contract as the **First Party**.

2. Hajji name: _____
Nationality: _____ Date of birth _____/_____/_____
DD / MM / YYYY
Passport No: _____ issued on _____/_____/_____
DD / MM / YYYY and
expiring on _____/_____/_____. Type: _____.
DD / MM / YYYY (tourist, diplomatic, official, etc.)

A copy of the passport is attached.

3. Permanent address:

Street Suite

City State Zip Code
Telephone: _____ Fax: _____
E-mail: _____.

The Hajji is referred to in this contract as the **Second Party**.

PREFACE

Whereas the **First Party** is authorized by the Ministry of Hajj in the Kingdom of Saudi Arabia to organize the affairs of pilgrims arriving from the USA during the Hajj season of this year, and who has the ability and the capacity required to arrange and provide, directly or indirectly, all the services required for the **Second Party** to be able to perform the Hajj rituals and visit the Prophet's Mosque in Medinah, in accordance with the rules and regulations of the Kingdom of Saudi Arabia.

And where the **Second Party**, who is a Muslim, wishes to perform the Hajj and visit the Prophet's Mosque in the year _____ Hijri, and desires to sign a contract with the **First Party** to receive all services needed, which include round trip flights, transportation and housing in accordance with the terms of this contract.

Accordingly, each party willingly and freely signs this legally binding contract and fully acknowledges its consequences and obligations. Moreover, both parties accept all laws and regulations pertaining to the arrival, servicing and departure of international pilgrims in Saudi Arabia. Therefore, both parties agree on the following terms:

1. This contract is valid during the current Hajj season, between: _____/_____/_____
DD / MM / YYYY
and _____/_____/_____
DD / MM / YYYY (no later than the last day of Muharram of the following year).
2. Upon receiving the necessary documents and fees, the **First Party** will apply for a Hajj visa for the **Second Party** from the Royal Embassy of Saudi Arabia in the United States of America.
3. In return for the Hajj services, including those offered by the *Mutawif* and health requirements, as well as administrative expenses related to travel preparations, the **Second Party** agrees to pay the **First Party** a total amount of US\$ _____
(_____).
Write out amount in US dollars
4. The **First Party** arranges the air travel of the **Second Party** as follows:
 - a. Departure Flight Information:
Departure flight airline: _____
Flight number: _____ Booking number: _____
Ticket number: _____
Departure airport: _____ Departure date: _____/_____/_____
DD / MM / YYYY

Departure time (Local time): _____
Arrival airport: _____ Arrival date: _____ / _____ / _____
DD / MM / YYYY
Arrival time (Local time): _____

b. Return Flight Information:

Return flight airline: _____
Flight number: _____ Booking number: _____
Ticket number: _____
Departure airport: _____ Departure date: _____ / _____ / _____
DD / MM / YYYY
Departure time (Local time): _____
Arrival airport: _____ Arrival date: _____ / _____ / _____
DD / MM / YYYY
Arrival time (Local time): _____

5. The contract may include the provision of food services during Hajj. In such case, the **First Party** must ensure the health and safety of pilgrims by adhering to the regulations and requirements applicable in the Kingdom. Food services shall be provided through authorized, competent Saudi companies in coordination with the Mutawif, “Hajj Tour Guides” and “Unified Agency Office.”

6. The **First Party** agrees to accommodate the **Second Party** in clean, furnished units in Makkah and Medinah, in buildings that meet all statutory requirements of security and safety and which are equipped with all the basic services, including potable water for human use, toilets and electrical power, as follows:

a. Length of stay in Makkah: _____ days
Starting date: _____ / _____ / _____ (_____ / _____ / _____ H)
DD / MM / YYYY DD / MM / YYYY
Ending date: _____ / _____ / _____ (_____ / _____ / _____ H)
DD / MM / YYYY DD / MM / YYYY
Number of people per room (including the **Second Party**): _____
Name of building: _____
Location of building: _____
Distance from Al-Haram Al-Sharif (Holy Mosque): _____ km
Room number: _____ Floor: _____ Elevator available?: Yes/No
The cost of accommodation during the entire length of stay in Makkah, in local currency, is SR: _____, equal to US\$: _____
(_____).
Write out amount in US dollars

b. Length of stay in Medinah: _____ days
Starting date: _____ / _____ / _____ (_____ / _____ / _____ H)
DD / MM / YYYY DD / MM / YYYY

Ending date: _____/_____/_____ (_____/_____/_____ H)
DD / MM / YYYY DD / MM / YYYY

Number of people per room (including the **Second Party**): _____

Name of building: _____

Location of building: _____

Distance from Al-Haram Al-Sharif (Holy Mosque): _____ km

Room number: _____ Floor: _____ Elevator available?: Yes/No

The cost of accommodation during the entire length of stay in Makkah, in local currency, is SR: _____, equal to US\$: _____

(_____).

Write out amount in US dollars

7. The **First Party** may provide to the **Second Party**, directly or through a third party, additional services in Makkah, other than the basic services, as follows:

Detailed description of the service:

Time and place of the service:

Amount paid for the service in local currency is SR: _____, equal to US\$: _____
(_____).

Write out amount in US dollars

8. The **First Party** may provide to the **Second Party**, directly or through a third party, additional services during their stay at the Holy Sites (Mina, Arafat, Muzdalifah), other than the basic services, as follows:

Detailed description of the service:

Time and place of the service:

Amount paid for the service in local currency is SR: _____, equal to US\$: _____
(_____).

Write out amount in US dollars

9. The **First Party** may provide to the **Second Party**, directly or through a third party, additional services during their stay in Medinah, other than the basic services, as follows:

Detailed description of the service:

Time and place of the service:

Amount paid for the service in local currency is SR: _____, equal to US\$: _____
(_____).

Write out amount in US dollars

10. The **Second Party** agrees to abide by all the rules and guidance presented by the **First Party**, directly or through the *Mutawif*, aimed at preserving the security, safety and comfort of all pilgrims.

11. The **First Party** must ensure that the Hajji's return ticket is clearly marked with booking information, flight number and date.
12. Both parties are prohibited from intervening to alter the flight schedule as set by the General Administration of Civil Aviation to control the movement of pilgrims.
13. The **First Party**, or a representative, must be present to oversee the departure of pilgrims at the terminals of King Abdul Aziz International Airport in Jeddah and Prince Mohammed bin Abdul Aziz Airport in Medinah to assist in completing departure procedures and to solve issues related to excess luggage.
14. All pilgrims who arrive through the **First Party** must know their departure date from the Kingdom before they ascend Arafat and must notify the *Mutawif* or the Field Service group if this information is missing, so it can be remedied in a timely manner.
15. In the case of flight delay, the **First Party** bears the responsibility of insuring that the **Second Party** receives all the services air carriers are obliged to provide in such cases, including meals and accommodation.
16. The total value of the services detailed in this contract is US\$: _____
(_____), to be paid
Write out amount in US dollars
in full at the time of the signing of the contract
17. The **First Party** must issue the **Second Party** a receipt for the amount paid.
18. By signing the contract, the **Second Party** acknowledges receiving the receipt from the **First Party**.
19. The **First Party** is committed to ensuring the safety of the **Second Party**, enabling the easy performance of the Hajj rituals and easing and avoiding any possible impediments or difficulties.
20. Both parties agree to refrain from bypassing or breaching the laws, rules, regulations and instructions related to Hajj, issued by the Ministry of Hajj or other official entities. Both parties are fully committed to complying with the instructions and requirements set by the Ministry of Hajj, Civil Defense Authorities and other official entities related to Hajj or the housing of pilgrims.
21. The **Second Party** may file complaints regarding the services received from the **First Party**, or representative agents, as soon as they occur and before leaving the Kingdom of Saudi Arabia, to the branches of the Ministry of Hajj in Makkah, Jeddah, or Medinah, or

through the centers of the Committees of Grievances of the Ministry of Hajj located throughout the Holy Sites. Complaints should be accompanied by a copy of this contract and any other supporting documents. The **Second Party** has the right to obtain documents from the Ministry of Hajj in order to prove the inadequacy of services provided by the **First Party** for use in legal proceedings against the **First Party** upon their return to the USA. The **First Party** is accountable for any insufficient or inadequate services provided, as stipulated by the laws and regulations of the Kingdom.

22. The **Second Party** must carry a copy of this contract with them at all times to present as a reference, if needed, to the concerned authorities.
23. All forms of official correspondence between the two parties must be sent either through mail to the other party's official address or through the e-mail addresses listed in this contract.
24. This contract shall be valid and legally binding after it has been signed and dated by both parties. Any additions or deletions to the clauses of this contract must be made in writing signed by both parties and attached to it.
25. Both parties agree that in the event of a disagreement in the interpretation or implementation of this contract, it may be dissolved by mutual consent. If this is not possible, it shall be forwarded to the concerned authority at the Ministry of Hajj, which, as a neutral party, will resolve the dispute amicably. If this is not possible, both parties may bring it to a court of law or other entity with judicial powers in accordance with the laws and regulations in force in the Kingdom of Saudi Arabia or in the United States of America after the return of the **Second Party**.
26. This contract is an English translation of the original written in Arabic. The Arabic vocabulary remains the basis to interpret any of its clauses.
27. Six original and identical copies of this contract, with all the attachments, annexes and necessary documents, shall be signed by both parties. Each will receive an original copy. The **First Party** shall forward a copy to the *Mutawif* providing services in Makkah, a copy to the Hajj Tour Guide providing services in Medinah, a copy to the Unified Agency Office in Jeddah and a copy to the General Directorate of Hajj Abroad at the Ministry of Hajj in Makkah.

First Party:

Name: _____

Signature: _____

Date: _____

Second Party:

Name: _____

Signature: _____

Date: _____